

**Exhibit 37**

May 17, 2021 Letter from M. Hurley to D. Kaiser

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May 17, 2021

VIA E-MAIL [[kaiser@ksmlaw.com](mailto:kaiser@ksmlaw.com)]

Daniel J. Kaiser  
Kaiser Saurborn & Mair, P.C.  
30 Broad Street, 37th Floor  
New York, New York 10004

Dear Dan:

As you know, we represent Celsius Network Ltd. (“Celsius”) and Celsius KeyFi LLC (“Celsius KeyFi”). We write in response to your email of May 13.

First, the claim in your email that anyone at Celsius “defamed” your client, Jason Stone, is false, and is categorically denied. Contrary to your email, Celsius has supplied much more than “vague claim[s] that something was taken” by Jason. For example, Celsius provided detailed spreadsheets to you and Jason last month identifying all of the coins that Celsius originally made available to Jason, including in his capacity as CEO of Celsius KeyFi, identifying the coins Jason has returned, and identifying the balance of principal coins that Jason has yet to return. During a telephone call in which we both participated, Jason specifically admitted that the spreadsheet was accurate in all particulars, admitted that he was required to return all of the identified principal coins, and claimed he was working on a “plan” to return them all promptly.

It has now been many weeks since Celsius and the Celsius KeyFi board instructed Jason to return all coins, but he still has not done so, even though Jason specifically admitted on several occasions (confirmed in writing) that he could return all coins in 48 hours if he wished. Jason also repeatedly claimed that his deployment of Celsius’ coins generated profits and the discussion had been that those will be discussed between the parties following Jason’s return of all principal coins and interest. If true, Jason is wrongfully withholding still more coins belonging to Celsius, in addition to the unreturned principal coins and interest. Jason also seems to have used Celsius assets to make investments in Nifty, Badger and other entities or projects -- without authorization. For these reasons and others, Celsius and its personnel have ample reason to believe that Jason has converted potentially vast amounts of Celsius property for his own benefit.

Next, you claim that Celsius “possesses” all of the unreturned coins because Jason recently relented on prior threats he made in writing that he would transfer or destroy Celsius coins if Celsius directly accessed the 0xb1 wallet. You are mistaken. As a preliminary matter, and as we have explained before, not all of the missing property is located in the 0xb1 wallet. For example, Jason provided a spreadsheet to Celsius indicating that 50,000 of Celsius’ ETH coins were held

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on the dYdX platform. Celsius has no access to or control over that account, and Jason has provided access to a dYdX account that resulted in the return of only about 16,000 ETH, meaning that Jason appears to retain on DyDx accounts at least 34,000 ETH (worth over \$100 million as of today) belonging to Celsius. This has been confirmed by Dennis Reichelt as well prior to the time Jason provided access to that dYdX account.

Significantly, Celsius has lacked meaningful access even to the coins in the 0xb1 wallet, at least until very recently. When Celsius and the board first instructed Jason to return Celsius coins, Jason not only refused, but he also threatened to take over the 0xb1 wallet, and possibly transfer away, destroy or lock the Celsius coins contained in the wallet. Celsius therefore could not until very recently itself undertake transactions in 0xb1 without great risk. Among other things, Celsius could neither transfer Celsius' coins to wallets under sole control of Celsius, nor convert several other tokens in the wallet that were not principal assets provided to Jason (and some in unauthorized projects) that Jason acquired using Celsius' property back into the original main coins that Celsius originally provided to him, like ETH and BTC. Celsius and the board therefore clearly, repeatedly and in writing instructed Jason to take all steps necessary to return Celsius coins in exactly the number and form in which they were made available to him, including by converting other coins as necessary.

Celsius also specifically and repeatedly warned Jason that he will be held liable for any losses incurred by Celsius for his failure to do so, including losses based on appreciation in the value of the coins that Celsius provided to Jason but that Jason has failed to return. As Jason knows, the liability he faces already from his failure to return coins when instructed is staggering. As just one illustration, the price of ETH on March 26, 2021 – the date Jason was provided with board resolutions requiring him to return all Celsius ETH – was approximately \$1,680 per coin. The price today is approximately \$3,400. Jason's liability continues to grow every day, and has no limit.

To be sure, Jason very recently indicated that he would permit Celsius to access the 0xb1 wallet implying that Celsius could do so without Jason retaliating as he previously had threatened. But that in no way means that Celsius had meaningful "possession" of the coins owed to it by Jason. Among other things, the 0xb1 wallet (i) does not include all of the Celsius coins that Celsius entrusted to Jason for deployment (much less interest owed or any alleged profits generated by deploying those coins), (ii) includes coins not in the currency that Celsius provided, and (iii) includes coins that have been encumbered or otherwise deployed by Jason in a manner that requires Celsius to add additional value in order to release the coins and/or that creates a risk of loss of coins if there is any misstep in the conversion, unwinding and return process. The board therefore

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instructed Jason (repeatedly) to take all necessary steps himself to return all principal coins supplied to him by Celsius, unencumbered, and in the form and amount in which they were delivered to Jason by Celsius (as he is required to do in accordance with his contractual and other duties). Jason has failed and refused to do so.

Accordingly, and subject to a full reservation of all of its rights, remedies, claims and defenses, given Jason's refusal to cooperate, Celsius has been seeking to undertake the transactions necessary to restore to Celsius all coins in the amount and form they were in when Celsius provided them to Jason. Jason will be fully liable for any loss that has occurred, or may occur as a result of his breaches of duty, and for any amounts that Celsius may expend in restoring to its sole control all coins previously provided to Jason, including, without limitation, as may be necessary to unwind encumbrances created by him. For the avoidance of any conceivable doubt, only coins net of such amounts that Celsius added or will need to add in order to release coins from 0xb1 will be deemed returned, and any new value that Celsius contributes to obtain return of the coins Celsius provided to Jason will be added to the amount owed by Jason. Jason is instructed not to interfere in any way with Celsius' efforts to restore its control over all Celsius coins.

Celsius demands once again that Jason immediately provide to Celsius:

- (i) proof of coins and proof of keys of all coins and wallets related to deployment of Celsius crypto assets;
- (ii) full list and details of all investment in entities or projects using, directly or indirectly, any Celsius crypto assets or proceeds derived therefrom;
- (iii) any gains, property or rights that Jason personally received from projects, entities or otherwise related directly or indirectly to Celsius or deployment of its crypto assets;
- (iv) copies of all records, communications and other documents concerning any transactions in which Jason engaged involving Celsius' coins or the proceeds of Celsius' coins in any way, including, without limitation, all transactions that occurred and all chain of transfers of any proceeds from encumbrances that were created directly or indirectly with Celsius crypto assets; and
- (v) information regarding any liquidations on any platform at any time since Celsius first began making its coins available to Jason for deployment.



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Finally, regarding Jason's employment status, you asked for proof that he ever was employed by Celsius KeyFi. As we have pointed out in the past, including by email dated March 31, 2021, the Limited Liability Company Agreement of Celsius KeyFi, which Jason executed as a Class J Manager, expressly identifies Celsius KeyFi's officers "as follows: Chief Executive Officer: Jason Stone." See § 9(c)(i). Jason also held himself out as the CEO of Celsius KeyFi, including to Celsius and third parties. For instance, Jason signed "contractor" agreements with John Scianna and at least five others on behalf of "Celsius KeyFi LLC" as "CEO," and Celsius permitted Jason to exercise and maintain control over Celsius coins because of Jason's role as CEO of Celsius KeyFi and under the terms of the services agreement between Celsius and Celsius KeyFi.. Regarding Jason's claim that he resigned from that position, Celsius has no record of him ever having done so, and Jason recently has indicated that the date of any resignation remains undetermined. To the extent Jason nevertheless contends that he previously resigned his position, please identify the date on which Jason claims he resigned, and if he has any evidence he ever communicated his resignation to Celsius. please provide that evidence to us right away.

Nothing herein constitutes a waiver of any of Celsius' claims, defenses, rights or remedies, all of which are reserved.

Very truly yours,

/s/ *Mitchell P. Hurley*  
Mitchell P. Hurley